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FLORIDA PROFIT/NON PROFIT CORPORATION

East Pointe Park Owners' Association, Inc.

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**ARTICLES OF INCORPORATION
OF
EAST POINTE PARK OWNERS' ASSOCIATION, INC.**

ARTICLE I. - NAME

The name of this Corporations shall be the East Pointe Park Owners' Association, Inc., hereinafter referred to as the "Association", a Florida not-for-profit Corporation incorporated pursuant to Chapter 617, Florida Statutes.

ARTICLE II. - PURPOSES

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the Owners of the Lots in a platted subdivision in Hillsborough County, Florida, known as East Pointe Park, which plat (the "Plat") was recorded on or about January 19, 2007, at Plat Book 112, Pages 84-89, of the Public Records of Hillsborough County, Florida, and which platted real property (the "Property") is now owned by East Pointe, LLC (the "Declarant"), and certain other "Lot" owners, and which Property shall be subject to the Declaration of Covenants, Conditions and Restrictions of the East Pointe Park (the "Declaration"), as amended from time to time, once the Declaration is recorded in the Public Records of Hillsborough County, Florida. The term "Lot" means a separate parcel of land within the Property that is designated or shown on the Plat for East Pointe Park, excluding, however, any Common Area, as the term "Lot" is further defined or clarified in the Declaration.

All capitalized terms as used herein shall be defined in these Articles of Incorporation, or if not so defined, then such terms shall be as defined in the Declaration, the terms of which shall be incorporated herein by reference;

B. To own, if conveyed to the Association by the Declarant, any property owner, or any other person or entity, any real and/or personal property, including the Common Area(s), and to maintain, repair and replace any such property and Common Area in accordance with the Declaration, including, but not limited to, sidewalks, streets, roadways, parking areas, lighting, Common Area signage, drainage areas, utility areas, grass, landscaping and other structures and improvements in and/or benefitting the East Pointe Park, if any;

C. To accept all obligations, rights and powers previously and/or hereafter delegated to the Association in the Declaration, which delegation is and shall be accepted by the Association;

D. To exercise the rights, powers and duties of the Architectural Committee once such rights, powers and duties have been transferred to the Association, as provided in the Declaration;

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E. To provide, or provide for, such other services as may deemed appropriate by the Association, and the capital improvements and equipment related thereto in the East Pointe Park;

F. To provide, purchase, acquire, replace, improve, maintain and/or repair such Common Area property, buildings, structures, street lights, signage, drainage and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the Members of the Association as the Board of Directors of the Association in their discretion determines necessary, appropriate and/or convenient and/or as may be required by the Declaration;

G. To operate without profit for the sole and exclusive benefit of its Members;

H. To perform all of the functions set forth in the Declaration contemplated to be performed by the Association, and undertaken by the Board of Directors of the Association;

ARTICLE III. - GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds for the benefit of the Members and/or the Association, and for the purposes set forth in these Articles of Incorporation and/or the Declaration and/or Bylaws;

B. To promulgate, establish and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the Declaration and the purposes for which the Association is organized;

C. To delegate power or powers where such is deemed in the interest of the Association;

D. To purchase, lease, own, hold, sell, convey, mortgage or otherwise acquire or dispose of interests in real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or entities; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and/or the Declaration and not forbidden by the laws of the State of Florida;

E. To fix, levy, demand, enforce, sue for and collect all assessments, fines and other charges to be levied and/or assessed against the Members and/or any Lot in accordance with the Declaration; to create reasonable reserves; and to authorize its officers, Directors, agents and others to demand, sue for and collect such assessments and charges;

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F. To charge recipients for services rendered by the Association for use of Association property when such is deemed appropriate by the Board of Directors of the Association;

G. To pay taxes and other charges, if any, on or against property owned by the Association;

H. To operate and maintain the Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas;

I. To sue and be sued;

J. To contract for services to provide for operation and maintenance of the Surface Water Management System Facilities;

K. To take any other action necessary for the purposes for which this association is organized;

L. To pay all office and other expenses incident to the conduct of the business of the Association, including without limitation all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

M. To borrow money, and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

N. To accept all obligations, rights and powers previously or hereafter delegated to the Association in the Declaration, which delegation is and shall be accepted by the Association;

O. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as amended from time to time; said Declaration incorporated herein as if set forth at length;

P. To own and convey property;

Q. To assess Members and enforce assessments; and

R. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Corporation Not For Profit laws of the State of Florida may now or hereafter have, and to take any other action necessary for the purposes for which the Association is organized; and

S. To take any other action necessary for the purposes for which the Association is organized.

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ARTICLE IV. - ASSOCIATION MEMBERSHIP AND VOTING

A. Membership. Every Owner of a Lot shall be a Member of the Association. If title to a Lot is held by more than one Person, each such Person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and it is transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot. An Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's contract vendee in possession.

Change of membership in the Association shall be established by recording in the Public Records of Hillsborough County, Florida, a deed or other instrument establishing record title to a Lot. The Lot Owner(s) designated by such instrument thus become(s) a Member of the Association and the membership of the prior Owner of such Lot shall thereupon be terminated, except as to any liability to the Association.

B. Classes of Membership and Voting by members. The Association shall have two (2) classes of voting Members:

Class A. So long as there is Class B membership, the Class A Members shall be the Owners of each Lot, with the exception of Declarant. Upon termination of Class B memberships, Class A Members shall be all Lot Owners, including the Declarant if the Declarant is a Lot Owner. The Owner(s) of each Lot shall be entitled to one (1) vote. Although each Class A Member is a Member of the Association, there shall only be one (1) vote cast per Lot, regardless of how many Class A Members or Owners may own an interest in a Lot. The one (1) vote per Lot shall be exercised as the Owners of each such Lot may determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, or the express assignee of the Declarant's rights and powers under this Declaration. The Class B Member shall be entitled to fifty (50) votes for each Lot owned by the Class B Member. The Class B membership shall cease and be converted to Class A membership on a date which is ninety (90) days after the sale by the Declarant (or its assignee) of the last Lot in the project. Notwithstanding the foregoing, the Declarant may, by written notice to the Association, resign as a Class B member of the Association, which resignation shall be effective upon the date set forth therein, and which resignation, when effective, shall act as a termination of Class B membership.

The Class A and Class B Members shall both be entitled to vote at the meetings of the Association's Members, and their votes shall be considered together for purposes of quorum and voting, and not separately by class or group, unless required by the express terms of the Documentation or Law.

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The initial Class B Member shall be the Declarant, East Pointe, LLC, a Florida Limited Liability Company. The Class A members include all Lot Owners other than the Declarant.

The total number of outstanding votes by Members in the Association may vary from time to time depending upon the number of Lots sold to a third party by Declarant. A quorum of one-half (1/2) of the outstanding votes represented by Members in attendance or by proxy will be necessary to vote on all decisions to be made by the Association pursuant to the terms of its Articles and Bylaws, with a simple majority of the outstanding votes then present, or represented by proxy, being necessary for approval or disapproval of an action of the Association, unless a greater percentage is required by the Articles, Bylaws, Declaration or for any other specific action.

ARTICLE V. - ASSESSMENTS

The Association will obtain funds with which to operate by assessment of its Members owning Lots in accordance with the provisions of the Declaration, as supplemented by the provisions of these Articles of Incorporation and the Bylaws of the Association relating thereto.

ARTICLE VI. - BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors. The number of directors constituting the initial Board of Directors of the Association is three (3). The number of directors shall be fixed by the Bylaws of this corporation and may be changed from time to time, but shall never be less than three (3), and shall never be more than five (5) and shall always be an odd number.

The Declarant, without the consent or vote of the Members, shall have the right to appoint and/or remove all members of the Board of Directors of the Association until Declarant's sale of the last Lot owned by the Declarant in the Property. Thereafter, election of the Board shall be voted on by the Members of the Association in accordance with the Documentation. The directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at which a quorum is present.

The Directors appointed or elected by the Declarant as provided herein above must be natural persons who are eighteen (18) years of age or older, but need not be residents of the State of Florida. Directors appointed or elected after the Declarant's right to appoint directors has terminated, must be natural persons who are Members of the Association, or natural persons who are an authorized corporate or partnership representative of a Member of the Association, who are eighteen (18) years of age or older, but need not be residents of the State of Florida. If the Members are unable to elect three (3) directors because there are not enough Members or authorized representatives to elect as directors, then the Members may, via a majority vote, elect a third director who is not a Member of the Association.

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The term of the Directors so elected shall be for one (1) year, or until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members (except during the period of time the Declarant has the right to appoint or remove directors), or until their earlier resignation or death.

The name and address of each person who is to serve as a member of the initial Board of Directors is:

<u>NAME:</u>	<u>ADDRESS:</u>
Jose R. Flores	16118 North Florida Ave., Lutz, FL 33549
Raj Patel	505. E. Jackson St. Suite 202, Tampa, FL 33602
Anand Patel	505. E. Jackson St. Suite 202, Tampa, FL 33602

A majority of the authorized number of directors shall constitute a quorum of the Board of Directors for the transaction of business. The affirmative vote of a majority of the directors present at a meeting at which a quorum is required to constitute any act or decision of the Board of Directors.

ARTICLE VII. - OFFICERS

The Officers of the Association shall be a President, a Secretary, a Treasurer, and, if elected by the Board of Directors, a Vice-President, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person. Officers shall be elected by the Board of Directors of the Association, and shall serve until their successors are chosen by the Board of Directors and have qualified, or until their earlier resignation, removal from office or death. The name of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the manner stated in the Bylaws of the corporation, and are as follows:

<u>NAME:</u>	<u>TITLE:</u>
Anand Patel	President
Raj Patel	Vice President
Raj Patel	Treasurer
Raj Patel	Secretary

ARTICLE VIII. - CORPORATE COMMENCEMENT AND DURATION

The Association shall have perpetual existence commencing upon the execution of these Articles by the incorporator(s).

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ARTICLE IX. - BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles.

ARTICLE X. - REGISTERED AGENT AND REGISTERED OFFICE

The initial registered agent shall be Anand Patel, and the registered agent's address is 505. E. Jackson St., Suite 202, Tampa, FL 33602.

ARTICLE XI. - PRINCIPAL OFFICE

The street and mailing address of the principal office the corporation, for the time being and until changed, shall be: 505. E. Jackson St., Suite 202, Tampa, FL 33602.

ARTICLE XII. - AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered or amended by resolution of the Board of Directors, or by the vote of no less than seventy-five (75) percent of the votes of the Members at a meeting at which a quorum is present.

Notwithstanding the foregoing, while the Declarant owns any Lot, no amendment affecting the Property, the Declarant (or the Declarant's successors or assigns as Declarant), or the East Pointe Park, shall be effective without the prior written consent of the Declarant, or the Declarant's successors or assigns as Declarant. In addition, so long as the Declarant owns any Lot, or holds any mortgage encumbering any Lot, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, reserved to, the Declarant in the Documentation, unless the Declarant, or his successors or assigns as Declarant, shall join in the execution of the amendment. Furthermore, no amendment to these Articles which may abridge, amend and/or alter the right of the Declarant to designate the members of the Board of Directors of the Association, as provided in the Documentation, may be adopted or become effective without the prior written consent of Declarant or his successors or assigns as Declarant.

Furthermore, no amendment shall make any changes in the qualification for membership nor in the voting rights of Members without approval by all of the Members.

ARTICLE XIII. - INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. Indemnity. Each person (including here and hereinafter, the heirs, executors, administrators, or estate of such person) who is or was a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, whether or not brought by or in the right of the Association, and: (1) who is or was a director or officer of the Association; (2) who is or was an agent or employee of the Association other

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than an officer and as to whom the Association has agreed to grant such indemnity; or (3) who is or was serving at the request of the Association as its representative in the position of a director, officer, agent or employee of another Association, partnership, joint venture, trust or other enterprise and as to whom the Association has agreed to grant such indemnity: shall be indemnified by the Association as of right to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative decision, against any fine, judgement, liability, amounts paid in settlement, cost or expense, including attorneys' fees, asserted against him or her, or reasonably incurred by him or her, in connection with such action, suit or proceeding, including any appeal thereof, if such action, suit or proceeding is against such person in his or her capacity as a director, officer, agent, employee or representative of the Association, or such action, suit or proceeding arose out of his or her status as an director, officer, agent, employee or representative, unless:

(a) a court of competent jurisdiction finds or determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that: (i) the conduct of such person was grossly negligent or constituted wilful misconduct; (ii) that such person did not act in good faith; or (iii) that such person did not act in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; or

(b) with respect to any criminal action or proceeding, that such person is convicted of any such crime (and all available appeals have been exhausted or not pursued by the proposed indemnitee), or such person had reasonable cause to believe his or her conduct was unlawful,

and in the event of either (a) and/or (b) above, such court, or another court of competent jurisdiction, further specifically determines that indemnification under this article should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that such person is or is not entitled to indemnification under this article

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

Expenses (including attorney's fees) incurred in defending any threatened, pending or ongoing action, suit or proceeding whether civil, criminal, administrative or investigative may be, at the discretion of the Association, paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Bylaw.

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The Board of Directors may authorize the purchase and maintenance of insurance on behalf on any person who is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under the provisions of this Bylaw.

ARTICLE XIV. - TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one (1) or more of its directors and/or officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its directors and/or officers, have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officers is present at, or participated in, the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes accounted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is, or may be, interested in such contract or transaction.

ARTICLE XV. - DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed among the Members, subject to any limitations as are set forth in these Articles or by Law, as tenants in common, each Member's share of the assets to be determined in accordance with his or her voting rights.

B. The Association may be dissolved as provided by Statute.

C. Notwithstanding the foregoing, if this Association is dissolved, the control or right of access to the property containing the surface water management facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management facilities shall be conveyed to a non-profit corporation similar to this association.

D. If the Association ceases to exist, all of the Lot Owners shall be jointly and severally responsible for operation and maintenance of the surface water management facilities in accordance with the requirements of environmental Resource Permit, if any, unless and until an alternative entity assumes responsibility in accordance with subsection C. above.

ARTICLE XVI. - INCORPORATORS

The name and address of each incorporator is:

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NAME:

ADDRESS:

Paul Roberts

505. E. Jackson St., Suite 202
Tampa, FL 33602

IN WITNESS WHEREOF, for the purpose of forming this not-for-profit corporation under the laws of the State of Florida, I/we, the undersigned, constituting the incorporator(s) and subscriber(s) of this corporation, have executed these Articles of Incorporation on this 12th day of March, 2007.

INCORPORATOR:

By: Paul Roberts
Paul Roberts

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above-named corporation, at the place designated in this certificate, I hereby accept the designation to act in this capacity, and agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Anand Patel
Anand Patel - Registered Agent

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